PTO/SB/96 (08-03)

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THAU	STATEMENT UNDER 37 CFR 3.73(b)
Applicant/Patent Owner: IPR Licensin	ng, Inc.
Application No./Patent No.: 10/695,2	Filed/Issue Date: October 28, 2003
Entitled: SYSTEM AND METHOD F	OR ANTENNA DIVERSITY USING JOINT MAXIMAL RATIO COMBINING
IPR Licensing, Inc.	. a Corporation
(Name of Assignee)	(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that it is: 1. ☑ the assignee of the entire right, t	title, and interest; or
2.  an assignee of less than the enti- The extent (by percentage) of its  in the patent application/patent identified	s ownership interest is ————— %
A. [ ] An assignment from the invento in the United States Patent and Tattached.	r(s) of the patent application/patent identified above. The assignment was recorded frademark Office at Reel, Frame, or for which a copy thereof is
OR	
below:	s), of the patent application/patent identified above, to the current assignee as shown  To:  ded in the United States Patent and Trademark Office at
	e, or for which a copy thereof is attached.
2. From:	To:ded in the United States Patent and Trademark Office at
	ded in the United States Patent and Trademark Office at Frame, or for which a copy thereof is attached.
3. From:	To:
	ded in the United States Patent and Trademark Office at Frame, or for which a copy thereof is attached.
[ ] Additional documents in t	the chain of title are listed on a supplemental sheet.
[NOTE: A separate copy (i.e., the	cuments in the chain of title are attached. original assignment document or a true copy of the original document) Division in accordance with 37 CFR Part 3, if the assignment is to be PTO. See MPEP 302.08]
The undersigned (whose title is supplied	ed below) is authorized to act on behalf of the assignee.
5-27-05	Anthony L. Venezia
Date 215-568-6400	ypėd or printed name
Telephone number	Signature
	Patent Agent
	Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

### **ASSIGNMENT**

WHEREAS, Cognio, Inc. ("Assignor"), a Delaware corporation having a mailing address of 20400 Observation Drive, Suite 206, Germantown, Maryland 20876 is the owner of the entire right, title, and interest in and to the patent properties listed in Schedule A except to the extent set forth in Paragraph 2 "Limitation" of Schedule B (the "Identified IPR") and the know-how, copyrights and other intellectual property rights listed on Schedule B ("the IPR Blocks"); and

WHEREAS, IPR Licensing Inc., a Delaware corporation having a mailing address of Suite 105, Hagley Building, 3411 Silverside Road, Concord Plaza, Wilmington, Delaware 19810 and a wholly owned subsidiary of InterDigital Communications Corporation ("Assignee") is desirous of acquiring the entire right, title, and interest in and to the Identified IPR and IPR Blocks and the additional patent properties identified below (all of said Identified IPR, IPR Blocks, and patent properties being referred to herein as the "Assigned IPR Assets").

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN, and CONVEY unto Assignee all right, title, and interest throughout the world in and to:

- The Identified IPR and the IPR Blocks:
- 2. All inventions disclosed by the Identified IPR and the IPR Blocks.
- All patents and like protection that have now been or may in the future be granted and that claim the inventions disclosed by the Identified IPR and

- the IPR Blocks, whether in the United States of America or in any other country or place anywhere in the world;
- 4. All Patent Families (as defined in Schedule B hereto) of the Identified IPR and like grants, including without limitation, those obtained or permissible under past, present, and future law or statutes;
- 5. The right to Assignee to file in its name applications for patents and like protection for said Identified IPR and IPR Blocks in any country or countries foreign to the United States;
- All international rights or priority associated with said Identified IPR (said Identified IPR, IPR Blocks and any and all rights, including patents and patent applications, covered by Items No. 2-6 hereof collectively referred to herein as the "Assigned IPR Assets");
- 7. All rights of action on account of past, present, and future unauthorized use of said Assigned IPR Assets and for infringement of said Assigned IPR Assets and like protection; and
- 8. All past, present, and future rights of recovery for unauthorized use of said Assigned IPR Assets under any provisional rights or like protection;

The U.S. Commissioner of Patents and Trademarks and any and all similarly situated officials in other countries are hereby requested to issue Letters Patent in accordance with this Assignment.

#### **GENERAL**

 Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Assigned IPR

- Assets, except for obligations for fees to maintain registrations or continue to prosecute the Identified IPR;
- 2. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Assigned IPR Assets with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices;
- This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
- 4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;
- 5. This Assignment and the Purchase Agreement between Assignee and Assignor dated March 9, 2005 contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties; and
- 6. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and Assignor has delivered this instrument to Assignee effective the 9th day of March, 2005.

ASIGNOR: Cognio, Inc.	
Today's Date: March 9, 2005	By: ZLDMPM
State of Maryland	Title: fres. dent
County of Federick  On Marrin 9.305 before me, Spersonally appeared Tom McPhreson the basis of satisfactory evidence to be the within instrument and acknowledged to me tauthorized capacity and that by his/her signal entity upon behalf of which the person acted	ncoh Renalth, Notary Public, , personally known or proved to me or person whose name is subscribed to the that he/she is executed the same in his/her ature on the instrument the person, or the
Witness my hand and official seal.  Sarah Bennett  NOTARY PUBLIC  Frederick COUNTY  MARYLAND  MY Commission Expires June 28, 2005	Notary Public
ASSIGNEE: IPR Licensing Inc. Today's Date: March 14, 2005	By: SIMI
roddy's Balo.	Title: Vice President
County of New Castle  On Mach 14, Zoc5 before me, Capersonally appeared Potrick Donah the basis of satisfactory evidence to be the pulthin instrument and acknowledged to me tauthorized capacity and that by his/her signal entity upon behalf of which the person acted	personally known or proved to me or person whose name is subscribed to the that he/she is executed the same in his/her ature on the instrument the person, or the
Witness my hand and official seal.	

Schedule A - Identified IPR

CATHÉRINE E. SINKEWICZ NOTARY PUBLIC STÂTE OF DELAWARE My Commission Expires Oct. 3, 2007

Notary Public

Matter	Title	Filing Date	Serial Number	Country of Filing	Patent Number
Cognio777ÜS	A:Tunable(Upconverter(Mixer With image Rejection	01/20/2003	10/248/432 10/248/432	Diled:States of Distances	
Cognio7//PCT	A Tunable Upconvener Mixer With image Rejection	1004 1004 1007	PCT/USOA/00915		學的
Cognio83US	Compensation Techniques for Group Delay Effects in Transmit Beamforming Radio Communication	02/13/2004	10/779,269	United States of America	
Cognio83PCT	Compensation Techniques for Group Delay Effects in Transmit Beamforming	06/01/2004	PCT/US04/17268	WIPO	
Cognio21PCT	Improving the Efficiency of Power Amplifiers in Devices Using Transmit Beamforming	03/13/2003	PCT/US0307561	wiPo.	
Cognid21US	Improvingshe Efficiency of Power, Amplifiers in Devices Using Transmit Beamforming 1	03/13/2003	10/249/063	United States of America	
Cognio21US2	Improving the Efficiency of Rower, Amplifiers in Devices Using Transmit Beamforming;	106/14/2004	10/867-249	United States of America	
Cognio99US	Master-Slave Local Oscillator Porting Between Radio Integrated Circuits	12/04/2003	10/707,312	United States of America	
Cognio50CN	Muttple:Input:Multiple:Ottput MIMO:Radio:Transceiver	12/11/2004	03809045.7	China:	
Cognio50US	Multiple input Multiple Output Radio Transcelve:	10/11/2002	107065:388	united States of Americas.	6.728.517.B2
Cognit-50/TiV/	Multiple Input Multiple Griput Radioviransce ver	04/21/2003 14/31/2003	92108232 f 51 V	Dalwani, Lieuwa	
Cognio50PCT	Multiple:input/Multiple:obiput Ragio:itransceiver	04/21/2003	PCT/US03/121834	WPO 1	
Cognio50EP	Multiple-Input Multiple-Output Radio I ransgelver	04/21/2003	03728362	European Union	
Cognio50US2	Multiple-Input Mültiple-Output Radio Transcelve	01/08/2004	10/707-744	United States of America	
Cognio97US	Signal Interfacing Techniques To Simplify Integrated Circuit Radio Designs	12/15/2003	10/707,447	United States of America	

Cognio97PCT	Signal Interfacing Techniques to Simplify Integrated Circuit Radio Designs	05/14/2004	PCT/US04/15339	WIPO.	
Anya40US	System and Method for Antenna Diversity Using Equal Pover Udin Madmal Rato Combining	706/19/2002	10/72/689	United States of America	6785.520 B2
Cognio40TW	System and Method for Antenna Diversity Wsing Equal Power Joint Maximal Rato Combining	02/26/2003	192 104066 st	<b>Taiwan</b>	
Cognic40PCT	ISysiem and Methodifor Antenna Blyershyllsing Equal Power Joint Maximal Ratio Combining	02/28/2003	RCT/03/05644	WIPO THE TANK	
Cognio40US2	System aby Method to Antennal (Diversity Using Equal Power Joint Maximal Ratio Combining	03/15/2004	(0/800 6 10 )	Eunlier States of America	
Anyya18US	System and Method for Antenna Diversity Using Joint Maximal Ratio Combining	06/19/2002	10/174,728	United States of America	6,687,492,B2
Cognio18TW	System and Method for Antenna Diversity Using Joint Maximal Ratio Combining	02/26/2003	92104059	Taiwan	224405
Cagnio18PCT	System and Method for Antenna Diversity Using Joint Maximal Ratio Combining	02/26/2003	PCT/03/05642	WIPO	
Cognio18US2	System and Method for Antenna Diversity Using Joint Maximal Ratio Combining	10/28/2003	10/695,229	United States of America	
Cognie38US	System;and;Method for Joint Maximal(Ratio Combining Using Time-Domain Based Signal Processing	07/18/2002 2	107064/482	United States of Land America	
Cognid38TW <sub>4</sub>	Systemend Metros for Joint Maximal Raid Combining Using Time Donain Signal Processing 4	02/26/2003/19	92.104060)1 / 1 92.104060)1 / 1 93.104060	Railyan p	225765
Cognio38PCT	System and Medical and Joint Hes Meanneille and Combining Using 19 Time Pointin Standin bossaing	02/26/2003	FG7/65/65697/	VIO.	
Cognidasus 2	System and Method for Joint Maximal Ratio Combining Using Time-Domain Based Signal Processing	SHOULD COUNTY BY LEADING CONTROL BY LOCAL PROPERTY OF THE PROP	07767,568 P	United States of Variance	
Cognio29PCT	System and Method for Multiple- Input Multiple Output (MIMO) Radio Communication	07/25/2003	PCT/US03/23408	WIPÓ	
Cognio29US	System and Method for Multiple- Input Multiple-Output (MIMO) Radio Communication	07/25/2003	10/627;537	United States of America	
Cognio29US2	System and Method for Transmit Weight Computation for Vector Beamforming Radio Communication	02/13/2004	10/779,268	United States of America	
AryyaZ3US	Systems and Methods for mproving Range for Multicast Wireless Communication	06/19/2002:	#0174 690	United States of Americal	

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Cognio231W	Systems and Methods for Improving Range for Multicast Wireless Communication?	(02)26/2003	92104064 92104064	Talwan	
Cognio23RCT	(Systemsiano Meinodstror, Improvino Range for Multicast Wireless Communication	-02/26/2003	RCI7/03/05646	įviro.	
Cognlo23US2	Systems and Wethods for Improving Range of Multicast Wireless Communication	05/27/2004	10/855!279	United States of America	
Cognio52US	Techniques for Correcting for Phase and Amplitude Offsets in a MIMO Radio Device	06/09/2003	10/457,293	United States of America	
Cognio52PCT	Techniques for Correcting for Phase and Amplitude Offsets in a MIMO Radio Device	09/09/2003	PCT/US03/28126	WIPO	
Cognio52US2	Techniques for Correcting for Phase and Amplitude Offsets in a MIMO Radio	.06/02/2004	10/859,255	United States of America	
Cognic102US	Variable Gain Amplifier with Low Phase Variation	,017/42/2005:	44 A A A A A A A A A A A A A A A A A A	United States of America	
Cognio57US	Voltage-Controlled Oscillator with Automatic Amplitude Control Circuit	11/13/2002	10/065,719	United States of America	6,700,450 B2
(Cogniò8US	Improving Throughput in Multi- Rate Wireless Networks Using Variable Length Packets and Others techniques	10/24/2002	10/065/494	United States of Anerical 1	

Matter	Title	Filing Date	Serial Number
30014380.0008	Improving Throughput in Multi-Rate Wireless Networks Using Variable-Length Packets and Other Techniques	10/30/2001	60/330,755
Aryye18Prov	Antenna Diversity Scheme Using Joint Maximal Ratio Combining	03/01/2002	60/361,055
30014380.0021	Improving Efficiency of Power Amplifiers for WLAN Terminals Using Transmit Beamforming	03/21/2002	60/365,811
30014380.0022	Method for Maintaining Channel State Information at the Transmitter to Improve Link Quality in Multi-User WLAN Radio Systems	03/21/2002	60/365,775
30014380.0020	Improving Range and Throughput of Wireless LANs in Frequency Selective Fading Environments	03/21/2002	60/365,797
30014380,0023	Techniques for Improving Range in Composite Beamforming- Enhanced 802.11x Networks	03/21/2002	60/365,774

Arýya31Pröv	System and Architecture for Wireless Transceiver Employing Composite Beamforming and Spectrum Management Techniques	04/22/2002	60/374,531
Aryya39Prov	Reducing Cost of a Half-Duplex Transceiver Integrated Circuit By Sharing a Single Filter for Receive and Transmit Operations	04/29/2002	60/376,722
Aryya40Prov	Antenna Diversity Scheme Using Equal Gain Composite Beamforming	05/06/2002	60/380,139
Aryya53Prov	System and Method for Sharing an ADC and a DAC in a Half- Duplex Radio Transceiver	06/21/2002	60/319,336
Cognio44Prov	Half-Duplex Radio Transceiver Supporting Dual Band and Scalable Multi-Channel Operations	06/27/2002	60/319,360
Cognio57Prov	Voltage-Controlled Oscillator with Automatic Amplitude Control Circuit	07/29/2002	60/319,430
Cognio29Prov	System and Method for Vectorized Data Transmission Between Communication Devices	07/30/2002	60/319,437
Cognio50Prov	Radio Transceiver Having Multiple Integrated Receive and Transmit Paths and a Wideband Operation Mode	07/30/2002	60/319,434
Cognio52Prov	Techniques for Correcting Phase Mismatch in MIMO Radio Transceivers	09/10/2002	60/409,677
Cognio29Prov2	System and Method for Equal Power Vectorized Data Communication	04/10/2003	60/461,672
Cognio83Prov	Synchronization Algorithm to Compensate for Group Delay Effects on Transmit Beamforming	06/09/2003	60/476,982
Cognio29Prov3	System and Method for Vectorized Radio Communication	06/19/2003	60/479;945
Cognio97Pròv	Signal Multiplexing Techniques to Simplify Integrated Radio Circuit Design	07/25/2003	60/481,139
Cognio99Prov	Master-Slave Local Oscillator Porting Technique Between Multiple Integrated Circuits	09/19/2003	60/481,399
Cognio29Prov4	System and Method for Transmit Weight Computation for Multiple-Input Multiple-Output (MIMO) Radio Communication	10/15/2003	60/511,530
Cognio102Prov	Variable Gain Amplifier With Low Phase Variation	01/28/2004	60/539,643
Cognio97Prov2	Sharing a Connection Pin on a Radio Integrated Circuit for Transmit and Receive Signals	02/02/2004	60/481,995

Cogálo73Prov	Interface Between MIMO Radio Chip and Baseband Chip	05/30/2003	60/474494
Aryya45Prov	RF Amplifier with Blas Boosting Scheme Using a Voltage Divider	05/30/2002	60/319,275
Aryya48Prov	RF Amplifier with a Self-Bias Boosting Scheme Using PNP Transistors	06/21/2002	60/319,335
Aryya47Prov	Bias Boosting Schemes for Cascode-Configured RF Transistors	06/21/2002	60/319,334
Aryya56Prov	RF Amplifier with a Blas Boosting Scheme for a Complementary Push-Pull Configuration	06/21/2002	60/319,337
Cognio66Prov	Self-Blas Boosting Schemes for a Differential RF Amplifier	10/18/2002	06/319,629
Cognio72Prov	RF Amplifier with a Stable Bias Boosting Scheme	11/06/2002	06/319,672
Cognio55Prov	Method of Testing the Divider Circuitry of an Integrated Integer-N Style PLL or Fractional-N Style PLL	06/27/2002	60/319,361
Cognio62Prov	Frequency Synthesizer for Multi-Band Super-Heterodyne Transceiver Applications	09/04/2002	60/319,518
Cognio110Prov	A 5GHz Direct Conversion Receiver with DC Offset Correction (Published May, 2004, International Symposium on Circuits and Systems, pp. IV, 269-272)	10/07/2003 <sup>-</sup>	60/509,286
Cognio79Prov	A Fully Integrated Power Detector	09/04/2003	60/481,327

## Schedule B - IPR Blocks

- 1) IPR BLOCKS ASSIGNED: Any and all know-how, copyrights and other intellectual property rights related to the Identified IPR set forth on Schedule A hereto (except to the extent set forth in Paragraph 2 below) and the FPGA Development Platforms, but excluding trademarks and the Excluded IPR Blocks.
- 2) LIMITATION: US provisional patent applications identified as Aryya31Prov (Serial No. 60/374,531) and Cognio73Prov (Serial No. 60/474494) each contain information related to the Excluded IPR Blocks, and that, notwithstanding anything to the contrary in this Agreement, Assignee's rights related to such applications extend only to support the priority date for US Patent Number 6,728,517 (with respect to Aryya31Prov) and US Serial No. 10/707, 447 and PCT Serial No. PCT/USO4/15339 (with respect to Cognio73Prov), all of which are part of the Identified IPR. Except for this patent and these non-provisional patent applications (and their divisionals, continuations, continuations in part, reissues, reexaminations, and foreign equivalents), no other Patent Families associated with such provisional applications are transferred under this Agreement.
- 3) NO ASSIGNMENT: No rights are being assigned to the Excluded IPR Blocks.

## 4) DEFINITIONS:

"Excluded IPR Blocks" means any and all patents, know-how, copyrights and other intellectual property rights related to Seller's ongoing spectrum analysis/management business. Notwithstanding anything to the contrary contained in this Agreement (with the exception of paragraph 2 "Limitation" of this Schedule B above), the Identified IPR shall not be considered part of the Excluded IPR Blocks.

"FPGA Development Platforms" means two MIMO technology development boards, one that receives and the other that transmits, with FPGA Xilinx programmable chips which together form a 4x4 configuration.

"IPR Blocks" means any and all know-how, copyrights and other intellectual property rights related to the Identified IPR (except to the extent set forth in paragraph 2 "Limitation" of this Schedule B above) and the FPGA Development Platforms, but excluding trademarks, the Identified IPR, and the Excluded IPR Blocks.

"Patent Families" means a patent application or patent and all associated patents and patent applications (including without limitation divisionals, continuations, continuations in part, reissues, reexaminations, and foreign equivalents thereof), if any, that share any common priority date or identical specification. In the case of continuations in part that include new matter, the new matter shall be considered part of the same Patent Family as the matter bearing the same priority date or identical specification.